



Boston-Waves Jet Ski Rentals LLC

Jet Ski Rental Waiver and Release of Liability, Assumption of Risk and Indemnity

A rental contract and release of liability, waiver of claims, assumption of risks and indemnity agreement must be signed by renter and a pre-authorized credit card deposit of \$500.00 per rental unit, is required as a security damage deposit. A valid credit card and 50% of your rental total is required on date of booking. We accept Cash / Visa / Mastercard / Amex. Renters are responsible for all physical damage to the equipment billed at \$100 per inch.

For consideration of electing and being allowed to participate in certain recreational activities including Jet Ski Rentals at Boston-Waves Jet Ski Rentals, the above named guest and guests' parent or guardian (if guest is a minor) does hereby (i) acknowledge the danger and assume the risk of participating in the activities; and (ii) expressly and forever waive and release any and all claims, proceedings, or actions for personal injury, death, or any loss or damage whatsoever (the "damages") that Guest may suffer arising out of or in connection with Guest's participation in the activities, and Guest further releases and agrees to hold harmless Boston-Waves Jet Ski Rentals and each of their affiliates, parents, subsidiaries, shareholders, officers and directors, agents, employees, predecessors, and the heirs, successors, and successors, and assigns of each of them from any and all liability for damages to Guest or Guest's heirs and successors arising out of Guest's participating in any activities. Guest also accepts financial responsibility for the loss of or damage to any equipment used by guest. Guest further acknowledges that the activities are provided by Boston-Waves Jet Ski Rentals, or its agents, and that any controversy arising in connection with this Waiver and Release or the participation by Guest in the Activities shall be governed by U.S. law and shall be adjudicated in the appropriate forum located in the United States of America.

NOTICE: By executing this WAIVER AND RELEASE, Guest agrees to abide by all of the rules relating to the activities (including, without limitations, those on the reverse side of this WAIVER AND RELEASE), and Guest acknowledges that Guest may be relinquishing valuable legal rights. Execution of this form shall be conclusive evidence that Guest has read and understands this form (including the WAIVER AND RELEASE, AND JET SKI RENTAL AGREEMENT) in its entirety and intends to be bound by its terms.

SIGN: _____ **DATE:** _____

AGE AND ELIGIBILITY REQUIREMENTS

Guest is 21 years old or over; Guest represents that Guest is in good physical condition and knows of no reason why he or she should not participate in Guest's chosen Activities. Only guests 21 years old or over may operate the Jet Ski. Children may not drive Jet Skis. **The renter must provide a photo ID and a proof of current motor vehicle insurance when renting the unit along with the trailer.** Any other participants driving the Jet Ski must be a minimum of 21 years of age and must be listed on the rental agreement.

SIGN: _____

RENTAL POLICY

1. HOW TO RESERVE:

To make reservations send us an email at BostonJetSkiRentals@gmail.com, or call our office at 774-688-0255. Hours of operation for rental 10am-6pm (6 hours of use maximum).

PRICING:

Price per Jet Ski	\$175/hour, minimum 2 hrs, maximum 6 hrs
Delivery/Pick Up	\$200 (optional)
Special Deal #1	1 Jet Ski for 6 hours \$450 *must pick up*
Special Deal #2	1 Jet Ski for 6 hours \$600 *delivery and pickup included*
Special Deal #3	2 Jet Skis for 6 hours \$800 *must pick up*
Special Deal #4	2 Jets Skis for 6 hours \$1100 *delivery and pickup included*
Boston Harbor Tour with a guide	2 Jet Skis for 3 hours \$899 *includes a tour guide, 1 stop at George's Island, delivery and pickup included *
Dry Bags	\$10 each
Towels	\$5 each
Wetsuits	\$19 each
Wet Shoes	\$5 each

Rentals includes 1 full tank of fuel, life jacket and anchor.

2. DAMAGE DEPOSIT:

Every unit will undergo an inspection prior and after your rental. The renter must be present at the time of inspection. Renters are responsible for any and all damages sustained to rental equipment, persons, or property during rental period. A rental contract and release of liability, waiver of claims, assumption of risks and indemnity agreement must be signed by renter and a pre-authorized credit card deposit of \$500.00, per rental unit, is required as a damage deposit. The cardholder must be present to sign for the damage deposit and the rental agreement. The renter is responsible for any damage during the rental duration. Renters are responsible for all physical damage to equipment billed at \$100.00 per inch.

3. PICK UP/DROP OFF:

If picking up - Please arrive at least 30 minutes prior to your booking time Rental. All rentals must be returned by end time of your booking and date stated on contract. Failure to do so may result in additional charges of \$90.00/hour. **Must provide your own tow hitch with 2" ball.**

If you do not have a tow hitch – drop off/pick up service is available for an additional charge of \$200.00 at Quincy area.

4. CANCELLATION POLICY:

Renters may cancel their booking on the following conditions:

- If renting for 2 hours or less, cancellations can be made at least 48 hours prior to start time with a full refund.
- Full day/weekend/holiday rentals cancellations can be made a week prior to booking with full refund.
- Date change requests are subject to availability. We reserve the right to cancel any Jet Ski rentals when weather conditions prevent the safe operation of the watercraft.

SIGN: _____

WAIVER AND RELEASE OF LIABILITY:

There are many risks and dangers associated with boating, Jet Skiing and activities around and in the water. There are risks of collisions, falls, injuries to spine, arms and legs, pinching, drowning, and death can arise from the negligence of others, your own negligence, weather conditions, water conditions and your own experience and abilities.

For your own safety and the safety of your friends and family who may be participating in your rental activity, it is important that you understand the risks and explain and manage them to every member of your party.

ACKNOWLEDGEMENT OF RISKS:

I/We acknowledge that the following lists of hazards describe but not all the potential risks or injuries while Jet Skiing. Changing water depth, currents, wave height and direction, boat wake, changing weather, wind, lightning, motion sickness, collision with objects in the water, other watercraft, docks and shore walls. Injuries from falls, strains on joints, neck, or spine from pounding of waves or collisions. Injuries from capsizing, hypothermia, exposure to water and sun or falling in from Jet Ski.

Risks can be reduced or influenced by operators' condition, experience, tiredness, coordination, balance, disability, focus and group size. If an operator at any time feels that conditions of the environment have become hazard to the safe operation, they will return to the port immediately and call Boston-Waves Jet Ski Rentals llc.

ASSUMPTION OF RISK AND RESPONSIBILITY:

I/We agree to assume responsibility for all risks including those listed and others not identified. My participation in the activity is voluntary. All participants in my party have been made aware of the risks and I will be responsible for them. I am not impaired by alcohol or drugs, and I do not have any disability or condition that may impair my safe operation of the watercraft. We elect to participate in the rental use despite the risks and potential dangers of operation on and around the water. We understand that at the

total discretion of Boston-Waves Jet Ski Rentals this rental agreement can be terminated when and if there is a question as to the competency or condition of the operator or when weather conditions prevent the safe operation of the watercraft. I/We understand that any film, video, photo or image of me/us while operating the rental watercraft may be used for promotional or social media purposes.

RELEASE OF LIABILITY:

In consideration for the services provided by Boston-Waves Jet Ski Rentals in the rental of a Jet Ski, I/We for myself and any minor children for which I am a parent or guardian and any guests that I may be entertaining, or any representative or heir agree that Boston-Waves Jet Ski Rentals shall have no liability for any injury, death, or damage however caused by operation of the watercraft and I/We release and discharge Boston-Waves Jet Ski Rentals and its insurer for any damages or injuries however caused.

I/We have read the warnings, acknowledgement of risks, assumptions of risks and release o liability. I understand that by signing this document I/We may be waiving our legal rights.

PRINT NAME: _____

SIGN: _____ **DATE:** _____

PARTICIPANTS

All renters MUST bring a picture ID, read and sign their full name on this waiver before get on the watercraft.